



ST. JOHN

THE BAPTIST PARISH

1811 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569



ST JOHN THE BAPTIST PARISH
ELIANA DEFRADESCCH Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
12/21/2020 11:09AM
376945 MO

AMENDMENT NO. 1
TO WATER METER READING AND BILLING SYSTEM AGREEMENT
BETWEEN
ST. JOHN THE BAPTIST PARISH
AND
DIGITAL ENGINEERING AND IMAGING, INC.

This Amendment is made and entered into on this 8th day of December, 2020 between **St. John the Baptist Parish Council** hereinafter sometimes referred to as "**PARISH**", represented by Jaclyn Hotard, Parish President, in accordance with the duly passed motion of the St. John the Baptist Parish Council, and **Digital Engineering and Imaging, Inc.**, 527 W. Esplanade Avenue, Suite 200, Kenner, LA 70065, (504) 468-6129 represented by **Thomas P. Hickey, P.E.** in accordance with the corporate resolution attached hereto, hereinafter sometimes referred to as "**ENGINEER**" under the following terms and conditions.

The parties recognize, stipulate and agree that Digital Engineering and Imaging, Inc. is, for all purposes under this Agreement, an independent contractor solely responsible for its own means and methods for performance of the work or services stated herein. Digital Engineering and Imaging, Inc. shall perform without supervision by the Parish as an independent contractor and shall not be considered to be an employee, representative, spokesman, agent or servant of the Parish for any purpose whatsoever. Superseding any other provision to the contrary, it is the specific intent of the parties hereto that nothing in this Agreement shall impose any duty on, or empower Digital Engineering and Imaging, Inc. with any authority, that might be interpreted to make Digital Engineering and Imaging, Inc. a "public employee" under La. R.S. 42:1102. The parties stipulate that Digital Engineering and Imaging, Inc. shall not be deemed a "public employee" under La. R.S. 42:1102.

AMENDMENT

The Term of Agreement Section of the original Agreement executed on October 24, 2017 provides that "the agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein, unless otherwise terminated per the termination clause or extended by amendment". The General Conditions Section of the original Agreement executed on October 24, 2017 provides that, "This document represents the entire Agreement between the Parish and the Contractor. It may be Amended only by authority of the Parish and in writing, signed by both Parish and Contractor."

Accordingly, the parties hereby agree to amend the original agreement by exercising the option to extend the time for Task 1: Loan Admin/Davis Bacon/AIS and Task 5: Construction Phase of the agreement due to extending the construction contract time by 137 calendar days.

Statement of Work

Also, in accordance with the "Term of Agreement" section of the Agreement, the Parish hereby authorizes to continue work stated in **Exhibit A: Statement of Work** which includes Task 1: Loan Admin/Davis Bacon/AIS and Task 5: Construction Phase.

Payment Terms

In accordance with Section "C" of "Supplementary Services", the Parish hereby agrees to pay the Contractor for the services as stated in **Exhibit A: Statement of Work** in the form of a hourly not to exceed fee for Task 1: Loan Admin/Davis Bacon/AIS, and a lump sum fee for Task 5: Construction Phase mutually agreeable to the Parish and Engineer in accordance with the fee schedule listed in **Exhibit D: Price Schedule – Amendment No. 1.**

Except as set forth in this Amendment, the contract is unaffected and shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 8th day of December 2020.

WITNESS :



PARISH:

ST. JOHN THE BAPTIST PARISH

By: 

Jaclyn Hotard
Parish President

WITNESS :



ENGINEER:

DIGITAL ENGINEERING AND IMAGING, INC.

By: 

Thomas P. Hickey, P.E.
President

Exhibit A
Statement of Work – Original Agreement

SERVICES

The ENGINEER shall provide all basic services required to complete the project including the necessary services described herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this agreement, including attendance by the ENGINEER at project meetings.

PROJECT DESCRIPTION

The ENGINEER shall prepare engineering plans and specifications based on performance requirements for the water meter system to replace and/or retrofit the existing water meter system in St. John the Baptist Parish. The documents shall include performance metrics such as the following:

- Advanced Metering Infrastructure (AMI) which includes an integrated system of smart meters, communications network, and data management system that has the ability to produce real time data about water consumption. The AMI system shall also have the following capabilities:
 - Antenna based meter reading
 - Back-up drive by meter reading capability
 - Manual meter reading capability
- Leak Detection Technology with ability to send alarms when a possible water leak is detected
- Integration with current software billing system
- Adjustment of water meter boxes to existing grade
- Re-installation of water meters on property lines
- Customer monitoring via web portal and customer alerts via text or email
- GPS locations of all water meters in system
- Transmission main metering

Task 1 – Loan Administration/Davis Bacon Compliance/American Iron and Steel Compliance Phase

1. Prepare and submit complete loan application.
2. Prepare and track loan pay requests.
3. Attend meetings with LDEQ/St. John the Baptist Parish.
4. Coordinate with Bond Attorneys on required documents to close the loan.
5. Preparation and submittal of categorical exclusion request for environmental clearance.
6. Any and all additional coordination and documentation required by LDEQ to administer the loan.
7. Conduct Davis Bacon Field Interviews
8. Review certified payrolls for compliance with Davis Bacon Act.
9. Prepare and submit Davis Bacon Compliance information to LDEQ.
10. Prepare and submit American Iron and Steel Compliance information to LDEQ.

Task 2 – Preliminary Design Phase

1. Prepare preliminary engineering plans which demonstrate the concept and layout of water meter replacements.
2. The preliminary design submittal will include all sheets necessary to depict the major elements of work and a set of preliminary technical specifications.
3. Prepare a preliminary construction cost estimate outlining all expected items of work and current unit prices for these items.
4. A technical review meeting will be held at the preliminary design phase following review of the preliminary submittal by the PARISH.
5. Comments from the technical review meeting will be incorporated into the final design phase.

Task 3 – Final Design Phase

1. Prepare final plans and specifications and opinion of probable construction cost.
2. Submittals will include a 95% and 100% submittal.
3. The 95% design submittal will include all sheets and technical specifications. An updated opinion of probable construction cost will be provided.
4. A technical review meeting will be held at the 95% design phase following review of the 95% submittal by the PARISH.
5. Comments from the technical review meeting will be incorporated into the 100% final design.
6. The 100% final design submittal will include plans and specifications signed and stamped by a professional civil engineer along with a final opinion of probable construction cost.

Task 4 – Bidding Phase

1. Assist the PARISH in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, and receive and process contractor deposits or charges for the bidding documents.
2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
3. Provide information or assistance needed by the PARISH in the course of any negotiations with prospective contractors.
4. Consult with the PARISH as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
5. The Engineer shall evaluate and determine the acceptability of "or equal" and substitute materials and equipment proposed by bidders.
6. Attend the Bid opening, prepare Bid tabulation sheets, and assist the PARISH in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

Task 5 – Construction Phase

1. Prepare formal contract documents for the execution of the construction contract.
2. Provide a competent Project Engineer and such assistants as may be required to administer the construction contract and to observe and inspect the materials and construction procedures at the site of the work as it progresses. This shall not include the furnishing of inspection services but shall include periodic job visits as are necessary.
3. The ENGINEER is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, except as may be expressly indicated in the Plans and Specifications prepared by the ENGINEER.
4. Coordinate with the DIRECTOR for relocation of their facilities to clear the site for construction.
5. Require and review tests of materials necessary for the project.
6. Determine contract pay quantities, including necessary materials checking.
7. Verify and approve contractor's pay estimates and submit same to the DIRECTOR.
8. Prepare progress reports for the DIRECTOR.
9. Prepare detailed drawings as necessary to supplement the construction drawings.
10. Review shop drawings and samples for conformance with the design concept of the project and for compliance with the result required in the contract documents.
11. Perform final inspection and make a recommendation for acceptance.
12. Verify and approve Testing Laboratory pay estimates and submit same to the DIRECTOR.
13. Prepare all necessary documentation required for construction change orders.
14. Prepare written recommendation for all required changes to plans and specifications during construction.
15. Attend progress meetings and other meetings as necessary to discuss issues associated with the project.

Task 6 – Record Drawings

1. The ENGINEER shall furnish reproducible tracings of "RECORD" drawings, based on information provided by the contractor, on CD in both ACAD and PDF formats. The ENGINEER shall also furnish 3 full size bond copies of "RECORD" drawings.

Task 7 – Resident Project Representative

1. Assign personnel acceptable to the DIRECTOR.
2. Assist Engineer in observing progress and quality of the work.
3. RPR is Engineer's representative at the site.
4. Attend meetings with Contractor, such as preconstruction conference, progress meetings, job conferences and other project-related meetings.
5. Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Conduct on site observations of Contractor's work in progress to assist Engineer in determining if the work is in general accordance with the contract documents.
7. Maintain at the site orderly files for correspondence, reports of job conferences,

reproductions of original contract documents including all change orders, field orders, work change directives, addenda, additional drawings issued, progress reports, shop drawing and sample submittals received on other project related documents.

8. Prepare a daily report recording the contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, site visitors, daily activities, decisions, and observations in general.
9. Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendation to Engineer.
10. Participate in visits to the project to determine substantial completion and final completion.

Exhibit B
Statement of Work – Amendment No. 1

The original construction contract time is 365 calendar days and the contractor is requesting an additional 137 calendar days to extend the construction time due to COVID-19 pandemic and hurricane/tropical storm weather delays. The extension of construction time will require additional engineering services during the remainder of construction for Task 1 and Task 5 of the engineering agreement. The services included in this amendment are as follows:

Task 1 – Loan Administration/Davis Bacon Compliance/American Iron and Steel Compliance Phase

1. Prepare and track loan pay requests.
2. Attend meetings with LDEQ/St. John the Baptist Parish.
3. Any and all additional coordination and documentation required by LDEQ to administer the loan.
4. Conduct Davis Bacon Field Interviews
5. Review certified payrolls for compliance with Davis Bacon Act.
6. Prepare and submit Davis Bacon Compliance information to LDEQ.
7. Prepare and submit American Iron and Steel Compliance information to LDEQ.

Task 5 – Construction Phase

1. Provide a competent Project Engineer and such assistants as may be required to administer the construction contract and to observe and inspect the materials and construction procedures at the site of the work as it progresses. This shall not include the furnishing of inspection services but shall include periodic job visits as are necessary.
2. The ENGINEER is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, except as may be expressly indicated in the Plans and Specifications prepared by the ENGINEER.
3. Coordinate with the OWNER for relocation of their facilities to clear the site for construction.
4. Require and review tests of materials necessary for the project.
5. Determine contract pay quantities, including necessary materials checking.
6. Verify and approve contractor's pay estimates and submit same to the OWNER.
7. Prepare progress reports for the OWNER.
8. Review shop drawings and samples for conformance with the design concept of the project and for compliance with the result required in the contract documents.
9. Perform final inspection and make a recommendation for acceptance.
10. Verify and approve Testing Laboratory pay estimates and submit same to the OWNER.
11. Prepare all necessary documentation required for construction change orders.
12. Prepare written recommendation for all required changes to plans and specifications during construction.
13. Attend progress meetings and other meetings as necessary to discuss issues associated with the project.

Exhibit C
Price Schedule – Original Agreement

Project Elements

Estimated Construction Cost:	\$5,000,000.00
Engineering Fee	\$ 216,755.00
Resident Project Representative Fee (per SJB Standard 3.00% Curve)	\$ 150,000.00
Total Basic Service Fee	\$ 366,775.00

Supplemental Services:

Loan Administration/Davis Bacon/American Iron and Steel	\$ 50,000.00
Total Supplemental Service Fees	\$ 50,000.00

Project Breakdown

For all services outlined in Exhibit A, the PARISH shall pay the Engineer a fixed engineering fee of \$416,775.00 as negotiated and agreed upon by both parties.

For each task in Exhibit A and any other services required for this project, the work is to be initiated only upon receipt of written Notice to Proceed from the Director of Utilities which must include the scope of work and a maximum fee which can be charged. The maximum cumulative fee that can be charged for all work on this contract shall not exceed \$416,775.00, unless increased by contract amendment.

Compensation for services provided shall be a Lump Sum or Hourly Not to Exceed fee per Task as detailed below. Fees are to complete the following phases:

Task 2 – Preliminary Design Phase (1/2 of standard fee)	25%/2	\$ 41,687.50
Task 3 – Final Design Phase (1/2 of standard fee)	45%/2	\$ 75,037.50
Task 4 – Bidding Phase	5%	\$ 16,675.00
Task 5 – Construction Phase	20%	\$ 66,700.00
Task 6 – Record Drawings Phase	5%	\$ 16,675.00
Task 7 – Resident Project Representative	(Hourly Not to Exceed)	\$ 150,000.00
Subtotal Basic Services		\$ 366,775.00
Supplemental Services		
Task 1 – Loan Admin/Davis Bacon/AIS	(Hourly Not to Exceed)	\$ 50,000.00
Total Engineering Services		\$ 416,775.00

Schedule

Compensation for Basic Services – for work associated with the basic services of this project which includes all lump sum tasks, the estimated fee is based on the cost estimate of the project in

accordance with ordinance 05-16, Chapter 14, Section 14-2 of the Parish Code of Ordinances. Actual fees to be based on said fee curve and actual bid price received for the project. Timesheets shall be provided with work associated with all not-to-exceed tasks.

(1) Engineer and resident inspection fees.

<i>Basic Engineering Services Fee Curve</i>	
<i>Awarded Construction Cost</i>	<i>Basic Engineering Services Fee (percentage)</i>
\$0—\$30,000.00	14.56
\$40,000.00	14.04
\$50,000.00	13.57
\$60,000.00	13.21
\$70,000.00	12.90
\$80,000.00	12.69
\$90,000.00	12.38
\$100,000.00	12.08
\$200,000.00	11.02
\$300,000.00	10.23
\$400,000.00	9.72
\$500,000.00	9.27
\$600,000.00	8.82
\$700,000.00	8.59
\$800,000.00	8.40
\$900,000.00	8.23
\$1,000,000.00	8.04
\$2,000,000.00	7.43
\$3,000,000.00	7.18
\$4,000,000.00	7.11
\$5,000,000.00	6.67
Over \$5,000,000.00	To be negotiated
<i>Resident Project Representative Services</i>	
<i>Estimated Construction Cost</i>	<i>Service Fee (percentage)</i>
\$100,000.00 or less	5.0
\$200,000.00	4.6
\$300,000.00	4.3
\$400,000.00	4.1
\$500,000.00	3.9
\$600,000.00	3.8
\$700,000.00	3.7
\$800,000.00	3.6
\$900,000.00	3.5
\$1,000,000.00	3.4
\$2,000,000.00	3.3

\$3,000,000.00	3.2
\$4,000,000.00	3.1
\$5,000,000.00	3.0
Over \$5,000,000.00	To be negotiated

Exhibit D
Price Schedule – Amendment No. 1

For the services set forth in Exhibit A: Scope of Services, Owner shall compensate the Engineer the additional fees below to continue duties of Task 1: Loan Admin/Davis Bacon/AIS and Task 5: Construction Phase.

Task 1: Loan Admin/Davis Bacon/AIS (Hourly Not to Exceed)	\$20,833.33
Task 5: Construction Phase (Lump Sum)	\$27,791.66

Note: The original fees in Exhibit C for Tasks, 1 and 5 were divided by 12 to get the monthly rate for each task and then multiplied by 5 for the additional 5 months of construction contract time fees.

Exhibit E
Standard Hourly Rates Schedule – Original Agreement

A. STANDARD HOURLY RATES

1. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

3. The Standard Hourly Rates apply only as specified in Supplementary Services of the Agreement.

B. SCHEDULE

Hourly rates for services performed on or after the date of the Agreement are:

Category	Billing Rate
Principal-----	\$220.00
Project Manager-----	\$175.00
Lead Engineer-----	\$145.00
Associate Engineer-----	\$130.00
Lead Professional-----	\$125.00
Associate Professional-----	\$110.00
Field Technician-----	\$75.00
Admin/Clerical-----	\$ 60.00
CAD Technician-----	\$ 75.00
Resident Project Representative-----	\$ 75.00

The above hourly billing rates may be updated no more than once per year from the date of execution of this agreement.

Exhibit F
Standard Hourly Rates Schedule – Amendment No.1

A. STANDARD HOURLY RATES

1. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.
3. The Standard Hourly Rates apply only as specified in Supplementary Services of the Agreement.

B. SCHEDULE

Hourly rates for services performed on or after the date of the Agreement are:

Category	Billing Rate
Principal-----	\$220.00
Project Manager-----	\$175.00
Lead Engineer-----	\$145.00
Associate Engineer-----	\$130.00
Lead Professional-----	\$125.00
Associate Professional-----	\$110.00
Field Technician-----	\$80.00
Admin/Clerical-----	\$ 60.00
CAD Technician-----	\$ 87.00
Resident Project Representative-----	\$ 78.00

The above hourly billing rates may be updated no more than once per year from the date of execution of this agreement.

CORPORATE RESOLUTION

A meeting of the Board of Directors of Digital Engineering and Imaging, Inc. dba Digital Engineering

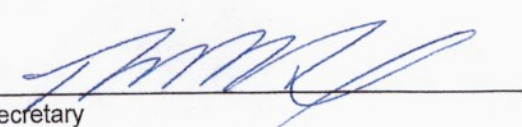
A corporation organized under the laws of the State of Louisiana
And domiciled City of Kenner was held this 20th day of
December 2019 and was attended by a quorum of the members of the Board
of Directors.

The following resolution was offered, duly seconded and, after discussion, was
unanimously adopted by said quorum:

BE IT RESOLVED, that Thomas Hickey is hereby
authorized to submit bid proposals and execute agreements on behalf of this
corporation with the **Parish of St. John the Baptist** for the construction of public
improvements for the **Parish of St. John the Baptist** and/or any City with the **Parish of**
St. John the Baptist.

BE IT FURTHER RESOLVED that said authorization and appointment shall remain in
full force and effect, unless revoked by resolution of this Board of Directors and that said
revocation will not take effect until the Purchasing Agency of the Parish of St. John the
Baptist, shall have been furnished a copy of said resolution, duly certified.

I, Thomas Hickey hereby certify that I am the
Secretary of Digital Engineering and Imaging, Inc.
a corporation created under the laws of the State of Louisiana
domiciled in City of Kenner; that the foregoing is a true and
exact copy of a resolution adopted by a quorum of the Board of Directors of said
corporation at a meeting called and held on the 20th day of
December 2019, as said resolution appears of record in the Official
minutes of the Board of Directors in my possession this 1st day of July,
2020.


Secretary

END OF SECTION

JOHN BEL EDWARDS
GOVERNOR



CHUCK CARR BROWN, Ph.D.
SECRETARY

State of Louisiana
DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF ENVIRONMENTAL ASSESSMENT

December 8, 2020

St. John the Baptist Parish
Honorable Jaclyn Hotard
1801 W. Airline Hwy
LaPlace, LA 70068

RE: St. John the Baptist – Water Meter Reading and Billing System Project
Architectural and Engineering Contract (Digital Engineering & Imaging, Inc.)
AI # 19225
Project # CS221656-01
Amendment No. 001

Dear President Hotard:

The Architectural/Engineering (A/E) contract, for the above referenced project has been reviewed and approved for payment. This A/E contract is based on agreed lump sum cost; the A/E contract fees are eligible for payment as part of the loan agreement and are estimated as follows:

Basic Engineering Services	\$244,566.66
Load Administration/Davis Bacon/AIS	\$ 70,833.33
Resident Project Representative	\$150,000.00

If you have any questions, please contact William Barlett, P.E. by phone at 225-219-3949 or by email at William.Barlett@la.gov. Please reference the LDEQ Agency Interest Number (19225), and Project Number (CS221656-01) in all future correspondence.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan McFarland".

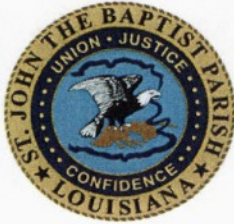
Jonathan McFarland, P.E
Administrator

c: Laney Rivera, P.E., Digital Engineering & Imaging, Inc.

**ARCHITECTURAL / ENGINEERING CONTRACTS
COST CATEGORIES
RF-279**

RECIPIENT – St. John the Baptist (AI # 19225)
PROJECT NUMBER - CS221656-01
ENGINEER – Digital Engineering & Imaging, Inc.
CONTRACT – Water Meter Project
DATE – December 8, 2020
Amendment #1

<u>CATEGORY</u>	<u>APPROVED COST</u>
Loan Admin/Davis Bacon/AIS (Task 1)	\$ 70,833.33
Preliminary Design Phase (Task 2)	\$ 41,687.50
Final Design Phase (Task 3)	\$ 75,037.50
Bidding Phase (Task 4)	\$ 16,675.00
Construction Phase (Task 5)	\$ 94,491.66
Record Drawings Phase (Task 6)	\$ 16,675.00
Resident Project Representative (Task 7)	\$150,000.00
<hr/>	
Project Total	<u>\$465,399.99</u>



ST. JOHN THE BAPTIST PARISH COUNCIL

1811 West Airline Hwy.
LaPlace, Louisiana 70068
Office 985-652-1702
Fax 985-652-1700

Division A
Lennix Madere, Jr.
P.O. Box 2617
Reserve, LA 70084
Cell 985-379-6188

December 10th, 2020

Division B
Michael P. Wright
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-717-3936

Jaclyn Hotard, Parish President
ST. JOHN THE BAPTIST PARISH
1811 W. Airline Hwy.
LaPlace, LA 70068

District I
Kurt Becnel
5605 Hwy. 18 River Rd.
Town of Wallace
Vacherie, LA 70090
Cell 504-330-6338

Dear Mrs. Hotard:

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, December 8th, 2020.

District II
Warren Torres, Jr.
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-4153

"Councilman Becnel moved and Councilman Madere seconded the motion to grant administration authorization to amend the Professional Services Agreement with Digital Engineering and Imaging, Inc. for the Water Meter Reading and Billing System Project. The motion passed unanimously."

District III
Tammy Houston
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-3956

CERTIFICATION

District IV
Tyra Duhe-Griffin
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-4177

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 8th day of December, 2020.

District V
Robert J. Arcuri
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-3167

December 10th, 2020

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council

District VI
Tonia Schnyder
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-4283

District VII
Thomas Malik
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-402-0302